

**STATE OF NORTH DAKOTA**  
**BEFORE THE COMMISSIONER OF INSURANCE**

<b>In the Matter of</b>	)	
	)	
<b>American Pioneer Title Insurance</b>	)	
<b>Company, now known as Ticor Title</b>	)	<b>CONSENT ORDER</b>
<b>Insurance Company of Florida,</b>	)	
<b>FEIN 59-1971665,</b>	)	
	)	
<b>Respondents.</b>	)	

Commissioner of Insurance Jim Poolman (hereinafter "Commissioner") has determined as follows:

1. American Pioneer Title Insurance Company (hereinafter "American Pioneer") is a licensed title insurance company in North Dakota, NAIC Cocode 51535, FEIN 59-1971665. In January 2005 American Pioneer Title Insurance Company changed its name to Ticor Title Insurance Company of Florida. Nations Title Agency, Inc. (hereinafter "Nations Title"), FEIN 48-1151105-01, is a licensed insurance producer in North Dakota.

2. N.D. Cent. Code § 26.1-20-05 provides:

**Title evidence - Examination.** A domestic corporation organized for the purpose of insuring title to real property in this state or of insuring against loss by reason of defective titles to real property, or encumbrances on real property, or a foreign corporation authorized to do business in this state, may not issue any policy, binder, or certificate unless it has secured from a person, firm, or corporation holding a certificate of authority under chapter 43-01 the record title evidence of the title to be insured, and the title evidence has been examined by a person duly admitted to the practice of law as provided by chapter 27-11. The certificate of authority of any corporation violating this section must be revoked as provided by chapter 26.1-02 or 26.1-11.

3. A Certificate of Authority is the license an abstract company receives from the North

Dakota Abstractors Board of Examiners under N.D. Cent. Code § Chapter 43-01 that allows the abstract company to prepare and update abstracts of title to real estate.

4. In July of 2003, American Pioneer/Ticor, through its General Agent, Nations Title, issued a title policy to Vincent R. Lentz and Stephanie G. Hodgins-Lentz for property located in Richland County, North Dakota. A copy of the policy dated July 16, 2003, is attached as Exhibit 1.

5. In issuing the title policy referred to in Paragraph 4, American Pioneer/Ticor, through its General Agent, Nations Title Agency, Inc., used the services of Trans Union Equity Services (hereinafter "Trans Union") to complete a title search and prepare an abstract of title for the property.

6. Trans Union does not hold a Certificate of Authority from the North Dakota Abstractors Board of Examiners and did not hold a Certificate of Authority in July 2003.

7. American Pioneer/Ticor and its General Agent, Nations Title, violated N.D. Cent. Code § 26.1-20-05 by using the services of an abstract company that did not hold a Certificate of Authority from the North Dakota Abstractors Board of Examiners when issuing a title insurance policy on property in Richland County, North Dakota, in July 2003.

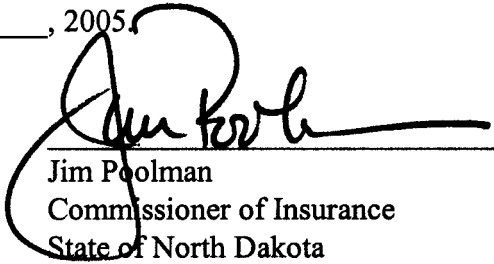
NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. American Pioneer/Ticor agrees to pay an administrative penalty of \$500 within 10 days of the date of this Order.

2. American Pioneer/Ticor agrees to refrain from using the abstracting services of any entity not holding a Certificate of Authority from the North Dakota Abstractors Board of Examiners either directly or indirectly in issuing title insurance in North Dakota.

3. The use of this Consent Order for competitive purposes by an insurance agent or agency holding a license in the State of North Dakota, or by any company holding a Certificate of Authority, or by anyone on their behalf, may be deemed unfair competition and be grounds for suspension or revocation of said license or authority.

DATED this 24<sup>th</sup> day of August, 2005.

  
Jim Poolman  
Commissioner of Insurance  
State of North Dakota

CONSENT TO ENTRY OF ORDER

The undersigned, Mark E. Schuffman, on behalf of **American Pioneer Title Insurance Company, now known as Ticor Title Insurance Company of Florida**, states that he/she has read the foregoing Consent Order, that he/she knows and fully understands its contents and effect; that he/she has been advised of his/her right to be represented by legal counsel, his/her right to a hearing in this matter, his/her right to present evidence and arguments to the Commissioner, and his/her right to appeal from an adverse determination after hearing; and that by the signing of this Consent to Entry of Order he/she waives those rights in their entirety, and consents to entry of this Order by the Commissioner of Insurance. It is further expressly understood that this Order constitutes the entire settlement agreement between the parties hereto, there being no other promises or agreements, either expressed or implied.

DATED this 10<sup>th</sup> day of August, 2005.

American Pioneer Title Insurance Company  
now known as  
Ticor Title Insurance Company of Florida

By:

  
Name

Senior Vice President  
Title

ISSUED BY  
**AMERICAN PIONEER  
TITLE INSURANCE COMPANY**

LP-29-1494-1083

SUBJECT TO THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B BELOW, AND ANY ADDENDUM ATTACHED HERETO, AMERICAN PIONEER TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, HEREIN CALLED THE "COMPANY", HEREBY INSURES THE INSURED IN ACCORDANCE WITH AND SUBJECT TO THE TERMS, EXCLUSIONS, CONDITIONS AND STIPULATIONS SET FORTH IN THE AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92), ALL OF WHICH ARE INCORPORATED HEREIN. ALL REFERENCES TO SCHEDULES A AND B SHALL REFER TO SCHEDULES A AND B OF THIS POLICY.

**SCHEDULE B****EXCEPTIONS FROM COVERAGE AND AFFIRMATIVE ASSURANCES**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of the matters set forth below, except to the extent that the Company does insure in accordance with and subject to its terms against loss or damage which the insured shall sustain by reason of any inaccuracies in the affirmative assurances set forth below, except as limited in any addendum attached hereto:

1. Those taxes and special assessments which become due and payable subsequent to Date of Policy.
2. Covenants, conditions and restrictions, if any, appearing in the public records. This policy insures that the same have not been violated, except that such affirmative assurance does not extend to covenants, conditions and restrictions relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the public records and is not referenced in an addendum attached hereto. Further, this policy insures that future violation of any covenants, conditions and restrictions appearing in the public records, including any relating to environmental protection, will not result in a forfeiture or reversion of title and that there are no provisions therein under which the lien of the insured mortgage can be extinguished, subordinated or impaired.
3. Any easements or servitudes appearing in the public records. This policy insures that none of the improvements encroach upon the easements and that any use of the easements for the purposes granted or reserved will not interfere with or damage the improvements, including lawns, shrubbery and trees.
4. Any lease, grant, exception or reservation of minerals or mineral rights appearing in the public records. This policy insures that the use of the land for residential one-to-four family dwelling purposes is not, and will not be, affected or impaired by reason of any lease, grant, exception or reservation of minerals or mineral rights appearing in the public records and this policy insures against damage to existing improvements, including lawns, shrubbery and trees, resulting from the future exercise of any right to use the surface of the land for the extraction or development of the minerals or mineral rights so leased, granted, excepted or reserved. Nothing herein shall insure against loss or damage resulting from subsidence.
5. This policy insures against loss or damage by reason of any violation, variation, encroachment or adverse circumstance affecting the title that would have been disclosed by an accurate survey. The term "encroachment" includes encroachments of existing improvements located on the land onto adjoining land, and encroachments onto the land of existing improvements located on adjoining land.

IN WITNESS WHEREOF, AMERICAN PIONEER TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

AMERICAN PIONEER TITLE INSURANCE COMPANY

Agent ID/Cost Center #: 1494

Issued by: *Nation Title Agency*By: *Ray W. Lucetta*  
PresidentAttest: *George P. Danick*  
Secretary

COUNTERSIGNED AUTHORIZED SIGNATORY

**NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 493 East Semoran Boulevard, Casselberry, Florida 32707. Telephone (407) 260-8050.

**ALTA SHORT FORM RESIDENTIAL LOAN POLICY**  
**ISSUED BY**  
**American Pioneer Title Insurance Company**

**SCHEDULE A**

Policy No: LP-29-1494-1083

File Number: 03NL22747 /

Insurance Amount: \$83,700.00

Date of Policy: 7/16/2003 or the date of recording of the mortgage, whichever is later.

Mortgage Date: 7/16/2003

Mortgage Amount: \$83,700.00

Name of Insured: Principal Residential Mortgage, Inc.

Its Successors and/or assigns as their interest may appear

Loan Number: 2287410-1

Name of Borrower(s): VINCENT R. LENTZ AND STEPHANIE G. HODGINS-LENTZ, AS JOINT TENANTS AND NOT AS TENANTS IN COMMON.

**Property Address:**

5940 171 1/2 Ave SE

Walcott, ND 58077

Richland County, North Dakota

The estate or interest in the land identified in this Schedule A and which is encumbered by the insured mortgage is fee simple and is at Date of Policy vested in the borrower(s) shown in the insured mortgage and named above.

This policy consists of one page, including the reverse side hereof, unless an addendum is attached and indicated below:

☒ Addendum Attached

☐ No Addendum Attached

The ALTA endorsements indicated below are incorporated herein:

☐ Endorsement (Condominium) Form 4

☐ Endorsement (Planned Unit Development) Form 5

☐ Endorsement 6 (Variable Rate)

☐ Endorsement 6.2 (Variable Rate-Negative Amortization)

☐ Endorsement 7 (Manufactured Housing)

☒ Endorsement 8.1 (Environmental Protection Lien) referring to the following state statute(s): \_\_\_\_\_

☒ Endorsement 9 (Restrictions, Encroachments, Minerals)

☒ Other: 116 Location

IN WITNESS, WHEREOF, American Pioneer Title Insurance Company has caused its corporate name and seal to be used hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

Issued By:

\_\_\_\_\_  
Countersigned Authorized Signatory

# **ADDENDUM TO SHORT FORM RESIDENTIAL LOAN POLICY**

File Number: 03NL22747

Addendum to Policy Number: LP-29-1494-1083

In addition to the matters set forth on Schedule B of the policy to which this addendum is attached, this policy does not insure against loss or damage by reason of the following:

## **SUBORDINATION AGREEMENT**

### **1. MORTGAGE**

Borrower: VINCENT R. LENTZ AND STEPHANIE G. HODGINS-LENTZ  
Lender: AMERICAN FEDERAL BANK  
Amount: \$38,000.00  
Dated: 04/09/2002  
Recorded: 04/11/2002  
Document: 304497

Said lien has been made SUBORDINATE to the insured mortgage by Subordination Agreement dated 3/14/2003 and intended to be recorded forthwith with the mortgage insured herein.